

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner:

THE JOHNS HOPKINS UNIVERSITY

Application No./Patent No.: 10/587,644 Filed/Issue Date: July 27, 2006

Entitled: NITROXYL PROGENITOR COMPOUNDS AND METHODS OF USE

The Johns Hopkins University, a university  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1.  the assignee of the entire right, title, and interest; or
2.  an assignee of less than the entire right, title and interest.

The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

A.  An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

**OR**

B.  A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

 Additional documents in the chain of title are listed on a supplemental sheet. Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.



Signature

Glen L. Steinbach

Printed or Typed Name

Senior Director

Title

Jan 16, 2008

Date

410-516-8300

Telephone Number

ASSIGNMENT BY INVENTORS

COPY

THIS ASSIGNMENT, made this 18<sup>th</sup> day of September, 2006,  
by John P. Toscano, III; Christopher M. Pavlos; and Preeya K. Boppana (hereinafter  
referred to as Assignors), residing at 709 Regester Avenue, Baltimore, Maryland  
21212; 14018 Chestnue Court, Laurel, Maryland 20707; and 8577 Indian Spring  
Road, Frederick, Maryland 21702, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements  
in NITROXYL PROGENITOR COMPOUNDS AND METHODS OF USE, set forth in a  
Patent application for which an International Application was filed on January 28,  
2005, PCT/US05/03183, designating the United States; and

**WHEREAS**, The Johns Hopkins University, having a principal place of  
business at 3400 N. Charles Street, Baltimore, Maryland 21218 (hereinafter referred  
to as Assignee), is desirous of acquiring the entire right, title and interest in and to said  
inventions and said International Application including any Letters Patent of the United  
States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of good and sufficient consideration,  
the receipt of which is hereby acknowledged, Assignors have sold, assigned,  
transferred and set over, and by these presents do sell, assign, transfer and set over,  
unto Assignee, its successors, legal representatives and assigns, the entire right, title  
and interest in and to the above-mentioned inventions and International Application for  
Letters Patent, and in and to any and all direct and indirect divisions, continuations and  
continuations-in-part of said application, and any and all Letters Patent in the United  
States and all foreign countries which may be granted therefore and thereon, and  
reissues, reexaminations and extensions of said Letters Patent, and all rights under  
the International Convention for the Protection of Industrial Property, the same to be  
held and enjoyed by Assignee, for its own use and benefit and the use and benefit of  
its successors, legal representatives and assigns, to the full end of the term or terms  
for which Letters Patent may be granted and/or extended, as fully and entirely as the

same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order

to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

EDWARDS ANGELL PALMER & DODGE LLP

All practitioners at Customer Number 49383

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

*John P. Toscano III*

John P. Toscano, III

Date: September 18, 2006

United States of America )  
State of Maryland ) ss.:  
County of Baltimore )

On this 18<sup>th</sup> day of September, 2006, before me  
personally came John P. Toscano, III, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

*Exp. 7/6/20*

*Anton M. Cox*  
Notary Public

Christopher M. Pavlos

Date: \_\_\_\_\_

United States of America )  
State of \_\_\_\_\_ ) ss.:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came Christopher M. Pavlos, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

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## Notary Public

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Preeya K. Boppana

Date: \_\_\_\_\_

United States of America )  
State of \_\_\_\_\_ ) ss.:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me  
personally came Preeya K. Boppana, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

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Notary Public